Pedigo, 113 Ga. 1157, 39 S. E. 493, 54 L. R. A. 808, held that where such a note is transferred "without recourse" the title reserved therein for securing payment of the debt is divested and vests in the maker, and the transferee becomes an ordinary creditor. This conflict is recognized by the Georgia Supreme Court itself in *Townsend* v. *So. Products Co.,* 127 Ga. 342, 56 S. E. 436, 117 Am. St. Rep. 340. Although a choice between the conflicting decisions was not necessary to the decision in the principal case because of the form of the indorsement and was not made, yet the court stated (as it did in *West Yellow Pine Co.* v. *Kendrick,* supra) that *Cade* v. *Jenkins,* supra, being the oldest case is controlling as far as it goes and was recognized by the Supreme Court in *Townsend* v. *So. Products Co.,* supra, as expressing the correct rules. This seems to indicate that in the opinion of the Appellate Court the fact that the transfer was made without recourse makes no difference now in Georgia.

CONSTITUTIONAL LAW.—DESTRUCTION OF DISEASED CATTLE WITHOUT A HEARING.—The legislature of Illinois provided for the destruction of all cattle which were found by the State Board of Livestock Commissioners to be infected with contagious disease. Compensation of not more than $250.00 a head was to be made for the animals so destroyed. No hearing was provided before the destruction of the cattle to find whether or not they were in fact diseased. The complainant's cattle were condemned by the Livestock Commission and it is alleged, in complainant's bill for an injunction, that they are not infected with the "foot and mouth disease," as supposed by the Commission, and that their value is far in excess of the compensation provided for by the act of the legislature. It was *held* that the law is a valid and proper exercise of the police power of the state in securing a wholesome food supply for its citizens, and that the exigencies of a situation such as this justify a condemnation and destruction without prior hearing. *Durand* v. *Dyson,* (Ill. 1915), 111 N. E. 143.

On both of the grounds taken the court is undoubtedly in accord with the great weight of authority and reason. That the state may make any reasonable regulations for the preservation of the health of its citizens is beyond question. *North American Cold Storage Co.* v. *Chicago,* 211 U. S. 306, 29 Sup. Ct. 101, 53 L. Ed. 195; *Lawton* v. *Steele,* 152 U. S. 133, 14 Sup. Ct. 499, 38 L. Ed. 385. Where conditions are such that prompt action is requisite to obtain results and insure the effective working of the law, it is proper to provide for the destruction or confiscation of the property without a previous hearing before a court. The justification for this procedure is that the best interests of the public may demand quick action and this cannot be secured if the delays of trial and hearing are interposed. *Miller* v. *Horton,* 152 Mass. 540, 26 N. E. 100, 10 L. R. A. 116; *Pearson* v. *Zehr,* 138 Ill. 48, 29 N. E. 854, 32 Am. St. Rep. 113; *State* v. *Main,* 69 Conn. 123, 37 Atl. 80. If it is true, as the complainant alleges, in her petition, that the cattle were not in fact infected, her action is not a bill in equity, but at law for damages for the destruction of her property. *Miller* v. *Horton,* above; *Pearson* v. *Zehr,* above. This is due not only to the fact that equity will not

give relief where there is an adequate remedy at law, but also to the consideration that if equity interfered at the preliminary stage and prevented the destruction of cattle which might be infected, the efficient administration of the law would be prevented and the health of the public consequently endangered. The holding of the court is in all respects reasonable, logical and based upon ample authority.

CONSTITUTIONAL LAW.—SPECIAL ASSESSMENT DISTRICT.—The Myles Salt Company brought a bill to restrain the sale of its lands for taxes levied under a special assessment. The purposes of the special assessment were to provide a drainage district for marshy lands lying about that owned by the plaintiff. Plaintiff's land consisted of an island approximately 175 feet higher than the ground adjoining. No benefit from the proposed drainage could directly or indirectly accrue to its land. The court *held,* that the assessment was arbitrary and a plain abuse of power, and granted the prayer for an injunction. *Myles Salt Co.* v. *Board of Commissioners of Drainage District,* (1916) 36 Sup. Ct. 204.

The decision of this case follows the law as developed by the special assessment cases and reviewed in the last number of this review at page 419. The instant case is one of a plain and palpable abuse of legislative power. If the land included in the district cannot by any possible chance be benefitted by the purposes of the assessment, the levy of a tax for that purpose amounts to a discrimination and a taking of property without due process This case is directly controlled by the cases of *Norwood* v. *Baker,* 172 U. S. 269, 43 L. Ed. 443, 19 Sup. Ct. 187, and *Martin* v. *District of Columbia,* 205 U. S. 135. It is consistent with sound principle and the adjudicated cases.

CONTRACTS.—LATENT AND PATENT AMBIGUITIES.—Plaintiff contracted to build a dam for defendant village. The contract provided that "the lump sum bid must cover the total expense of securing a proper foundation, and building the work specified to lines and levels and in the manner called for in the plans and specifications," which were made a part of the contract. On one of the plans marked "Profile across river at dam," appeared two lines, one representing the bottom of the river, and giving elevations, and the other representing the top of the dam. The plaintiffs contended that the "lines and levels" referred to included both of these lines and that they were entitled to recover for excavations below the lower profile line as for work outside of the contract. Defendant contended that the words "lines and levels" referred only to the top profile line and that the contract called for excavation to solid rock regardless of the elevations marked on the lower line. Other provisions of the contract strongly tended to sustain the defendant's contention. *Held,* that these words constituted a latent ambiguity in the contract and parol evidence was properly introduced to explain the equivocal meaning of the terms used. TAYLOR, J., in a dissent, concurred in by MUNSON, C. J., takes the position that if there was any uncertainty in the contract it did not arise from the state of the subject-matter, but rather from the terms used in the contract, and therefore it was not a latent but a patent